

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN A LEASE AGREEMENT BETWEEN THE CITY OF EL PASO AND ALTA VISTA OPTIMIST CLUB OF EL PASO, TEXAS, FOR THE CONTINUED DEVELOPMENT OF PARK AND RECREATIONAL SERVICES AT THE ALTA VISTA PARK, LOCATED AT COPIA STREET AND MORENCI ROAD, EL PASO, TEXAS, FOR A TERM OF TEN (10) YEARS, WITH RENEWAL OPTIONS.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the Mayor is hereby authorized to sign, on behalf of the City of El Paso, a new lease upon the following terms to Alta Vista Optimist Club of El Paso, Texas:

(1) The area to be leased is known as the Alta Vista Park, located at Copia Street and Morenci Road, El Paso, El Paso County, Texas, as further described as 21,507.275 square feet or 0.493 acres of land more or less out of East El Paso Subdivision, Block 141, portion of Lots 1, 2, 3, 4 and 5, more particularly described as follows: from a point which is the intersection of the westerly right of way line of Copia Street and northerly right of way line of Morenci Road, thence S 63°57' feet W, a distance of 290.55 feet to a point, said point being the point of beginning. THENCE N 22°44' feet W a distance of 45.67 feet to a point; THENCE N 08°20' feet W a distance of 92.53 feet to a point; THENCE N 00°31' feet E a distance of 82.00 feet to a point; THENCE S 46°07' feet W a distance of 98.47 feet to a point; THENCE S 02°20' feet W a distance of 21.90 feet to a point; THENCE S 02°28' feet W a distance of 22.00 feet to a point; THENCE S 36°14' feet W a distance of 27.55 feet to a point; THENCE S 24°39' feet W a distance of 25.00 feet to a point; THENCE S 09°33' feet W a distance of 25.00 feet to a point; THENCE S 05°13' feet E a distance of 25.00 feet to a point; THENCE S 19°41' feet E a distance of 25.00 feet to a point; THENCE S 25°59' feet E a distance of 46.00 feet to a point; THENCE N 63°56' feet E a distance of 123.00 feet to a point, said point being the point of beginning ("Premises").

(2) The term shall be for a primary term of ten (10) years, at a rate of \$10.00 (TEN AND NO/100 DOLLARS) per year, and shall automatically be extended for two additional one (1) year period under the same price, terms and conditions, unless terminated. This lease agreement supersedes all prior agreements, whether written or oral, regarding the lease of the Premises by Alta Vista Optimist Club of El Paso, Texas.

(3) Said lease from the City of El Paso to the Alta Vista Optimist Club of El Paso, Texas, shall be in the form that is attached as Exhibit "A" and incorporated herein by reference for all purposes as if set forth verbatim.

**(Signatures Follow on Next Page)**

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2005.

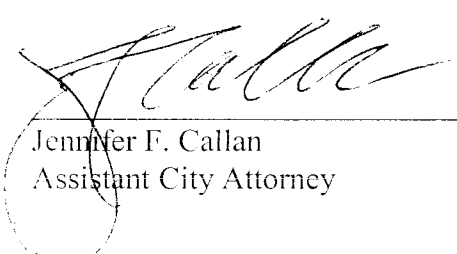
THE CITY OF EL PASO

**ATTEST:**

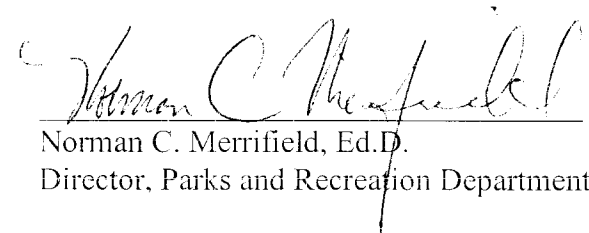
\_\_\_\_\_  
John Cook, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Jennifer F. Callan  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Norman C. Merrifield, Ed.D.  
Director, Parks and Recreation Department

THE STATE OF TEXAS

§

LEASE AGREEMENT

§

COUNTY OF EL PASO

§

This Lease Agreement ("Agreement"), made this the \_\_\_\_ day of \_\_\_\_\_, 2005, between the CITY OF EL PASO, a home rule municipal corporation ("CITY"), and ALTA VISTA OPTIMIST CLUB OF EL PASO, TEXAS, a non-profit corporation ("ALTA VISTA").

**WHEREAS**, the CITY has previously leased Alta Vista Park located at Copia Street and Morenci Road, El Paso, Texas, to ALTA VISTA; and

**WHEREAS**, ALTA VISTA, during said lease, maintained Alta Vista Park and provided recreational services to the citizens of El Paso in addition to such activities and services provided by the CITY; and

**WHEREAS**, ALTA VISTA desires to enter into a new lease agreement with the CITY for the continued development of recreational services, in addition to such services provided by the CITY, at Alta Vista Park; and

**WHEREAS**, the CITY believes the continuation of the relationship with ALTA VISTA would further the objectives of all parties by increasing the availability of park and recreational facilities as well as services that would benefit the citizens of El Paso; and

**NOW, THEREFORE**, for and in consideration of the following mutual covenants and agreements of this Agreement, and other good and valuable consideration the CITY hereby grants a non-assignable right to ALTA VISTA to maintain, use and provide park and recreational facilities and services at the Alta Vista Park, located at Copia Street and Morenci Road, El Paso, El Paso County, Texas, as further described as 21,507.275 square feet or 0.493 acres of land more or less out of East El Paso Subdivision, Block 141, portion of Lots 1, 2, 3, 4 and 5, more particularly described as follows: from a point which is the intersection of the westerly right of way line of Copia Street and northerly right of way line of Morenci Road, thence S 63°57' feet W, a distance of 290.55 feet to a point, said point being the point of beginning. THENCE N 22°44' feet W a distance of 45.67 feet to a point; THENCE N 08°20' feet W a distance of 92.53 feet to a point; THENCE N 00°31' feet E a distance of 82.00 feet to a point; THENCE S 46°07' feet W a distance of 98.47 feet to a point; THENCE S 02°20' feet W a distance of 21.90 feet to a point; THENCE S 02°28' feet W a distance of 22.00 feet to a point; THENCE S 36°14' feet W as distance of 27.55 feet to a point; THENCE S 24°39' feet W a distance of 25.00 feet to a point; THENCE S 09°33' feet W a distance of 25.00 feet to a point; THENCE S 05°13' feet E a distance of 25.00 feet to a point; THENCE S 19°41' feet E a distance of 25.00 feet to a point; THENCE S 25°59' feet E a distance of 46.00 feet to a point; THENCE N 63°56' feet E a distance of 123.00 feet to a point, said point being the point of beginning ("Premises").

## 1.0 TERM AND RENT

1.1 Term of Agreement. This Agreement shall become effective on **August 1, 2005**, and shall be for a primary term of ten (10) years from that date. Said Agreement shall

automatically be extended for two additional one (1) year period under the same price, terms and conditions, unless terminated as hereinafter provided in Section 6.0, *et seq.*, of this Agreement. In no event shall this Agreement extend beyond **August 1, 2017**.

(A) This Agreement supersedes all prior agreements, whether written or oral, regarding the lease of the Premises by ALTA VISTA.

1.2 Rent. ALTA VISTA will pay the CITY, in consideration for this Agreement, the sum of TEN AND NO/100 DOLLARS (\$10.00) per year for the lease term of this Agreement, as stated in Section 1.1 above. Said amount is to be paid in advance on the first (1<sup>st</sup>) day of August of each year during the lease term of this Agreement. If August 1<sup>st</sup> falls on a weekend or holiday, then said amount is to be paid on the following business day.

## **2.0 USE OF PREMISES**

2.1 Facilities. The park and recreational facilities on or to be placed on the Premises shall be under the control of ALTA VISTA during the lease term of this Agreement, as stated in Section 1.1 above. ALTA VISTA understands and agrees that all such facilities are to be open to the public on a non-discriminatory basis.

2.1-1 Rental of Facilities. ALTA VISTA may rent the facilities on the Premises to organizations or individuals for functions that are suitable to a public recreational facility. The revenues from such rentals shall be used for the purpose of constructing and/or maintaining said facilities on the Premises.

(A) ALTA VISTA, its officers, agents, servants, employees, volunteers and third parties shall not discriminate on account of race, color, religion, sex or national origin, nor permit or allow any discrimination when renting the facilities under this Agreement. Rental of a facility covered by this Agreement shall not be denied to any person described in Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973.

2.1-2 Admission to Events at Facilities. ALTA VISTA may charge a reasonable fee for admission to functions held at the facilities on the Premises that are open to the general public. The revenues from such admission fees shall be used for the purpose of constructing and/or maintaining said facilities on the Premises.

(A) ALTA VISTA, its officers, agents, servants, employees, volunteers and third parties shall not discriminate on account of race, color, religion, sex or national origin, nor permit or allow any discrimination when charging admission to a public function under this Agreement. Admission to a public function held on the Premises and thus, covered by this Agreement, shall not be denied to any person described in Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973.

2.2 Landscaping. ALTA VISTA may plant and maintain ground cover, shrubs and trees on any part of the Premises that ALTA VISTA determines to need such improvement.

ALTA VISTA shall obtain permission from the CITY prior to installing such landscaping on the Premises.

2.2-1 ALTA VISTA understands and agrees that it shall water, trim and maintain any such landscaping installed by them so that the same shall be kept in a neat, orderly and attractive condition at all times.

2.3 Repairs. ALTA VISTA shall keep the facilities, improvements and property on the Premises in good condition and repair during the lease term of this Agreement, as stated in Section 1.1 above. ALTA VISTA shall at all times during the lease term of this Agreement keep the facilities, improvements and property on the Premises clean, orderly and in an attractive condition. In the event of damage or destruction by fire or other casualty to the Premises, ALTA VISTA shall promptly restore or replace the same in a reasonable time.

2.4 Maintenance of Grounds. The CITY shall only be responsible for the mowing of the grounds that consist of the athletic fields, playground and picnic areas ("park"). Any and all other maintenance of the Premises, including facilities, improvement and property, shall be the responsibility of ALTA VISTA.

2.4-1 Garbage and Trash. ALTA VISTA shall provide a complete and proper arrangement for the adequate and proper handling and disposal, away from the Premises, of all trash, garbage and other refuse caused by the operations of the Premises, including but not limited to the buildings, facilities, and improvements. The CITY shall only be responsible for garbage and trash pick-up in the turf area prior to mowing as stated above in Paragraph 2.5.

(A) ALTA VISTA shall provide and use suitable covered metal receptacles for all such garbage, trash and other refuse throughout the Premises. Piling of boxes, cartons, trash or similar items on the Premises, including the building, facilities, improvements and park, shall not be permitted at any time.

2.5 Cutting or Filling. No cuts or fills shall be done on the property nor any grubbing, grading or moving of earth performed, unless such work has received the prior written approval of the CITY's Engineer and Director of the Parks & Recreation Department, and a grading permit obtained if required by the grading ordinance of the CITY.

2.6 Utilities. ALTA VISTA shall be responsible for the payment of all utilities that are consumed for the use of the meeting hall community center. The CITY shall be responsible for the payment of utilities as follows:

2.6-1 Outdoor Recreational Lighting 3850KWH during the months of January, February, March, November and December; 2400KWH for the months of April, May, August, September and October; and 3000KWH for the months of June and July. ALTA VISTA understands and agrees that it shall pay for the consumption of utilities in the outdoor recreational lighting over and above the kilowatts stated above. ALTA VISTA further agrees that the use of outdoor recreational lighting will be done in accordance with Section 13.24.040, El Paso Municipal Code.

2.6-2 The CITY will be responsible for the payment of water consumed on said Premises during the term of the Agreement. ALTA VISTA will be responsible for the payment all other utilities not referenced above.

2.7 Improper Use. ALTA VISTA shall not permit on the Premises any entertainment, amusement or other activity that violates any federal, state and local laws and regulations, all City ordinances and all codes and regulations.

### **3.0 CONTRACTUAL RELATIONSHIP**

3.1 ALTA VISTA is an independent contractor. Except as may be expressly and unambiguously provided in this Agreement, no partnership or joint venture is intended to be created by this Agreement, nor any principal-agent or employer-employee relationship between the parties or any of their officers, employees, agents or sub-contractors.

3.1-1 As an independent contractor, ALTA VISTA understands and agrees that it will be responsible for its respective acts or omissions, and the CITY shall in no way be responsible as an employer to ALTA VISTA's officers, employees, agents, representatives or sub-contractors who perform any service in connection with this Agreement.

3.1-2 ALTA VISTA shall select its own employees and such employees shall be and shall act under the exclusive and complete supervision and control of ALTA VISTA.

3.2 ALTA VISTA shall not receive any compensation or benefits from the CITY.

3.3 ALTA VISTA understands and expressly agrees that, in all things relating to this Agreement, the CITY is performing a governmental function, as defined by the Texas Tort Claims Act. The parties hereby agree that the CITY enters into this Agreement as a governmental entity for the purpose of performing a governmental function.

### **4.0 INSURANCE**

4.1 Fire and Casualty Insurance. ALTA VISTA shall keep all facilities and improvements on the Premises insured with a solvent insurance company that is authorized to do business in Texas, to the full amount of insurance procurable, for the benefit of ALTA VISTA and the CITY, as their interests may appear. A Certificate of Insurance indicating such coverage will be provided to the CITY within **ten (10) days** of the execution of this Agreement. Failure to provide the required proof of insurance, naming the CITY as an additional insured, shall result in the cancellation of this Agreement.

4.2 Liability Insurance. ALTA VISTA understands and warrants that it shall provide liability insurance coverage in no less than the following amounts: \$250,000 per individual per occurrence for personal injury; \$500,000 per occurrence for personal injury for more than one person; \$100,000 for property damage (including damage to the facilities and the premises) for the term of this Agreement. The CITY, as owner of the Premises, shall be named as an

additional named insured under the coverage. A Certificate of Insurance indicating such coverage will be provided to the CITY within **ten (10) days** of the execution of this Agreement. Failure to provide the required proof of insurance, naming the CITY as an additional insured, shall result in the cancellation of this Agreement.

4.3 Cancellation. Each policy must expressly state that it may not be canceled or non-renewed unless **thirty (30) days advance notice of cancellation or intent not to renew** is given in writing to the Director of the Parks & Recreation Department by the insurance company. ALTA VISTA shall give written notice to the Parks & Recreation Department Director **within five (5) days** of the date upon which total claims by any party against ALTA VISTA reduce the aggregate amount of coverage below the amounts required by this Agreement.

4.4 Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the CITY, its elected and appointed officials, officers, agents or employees.

4.5 Endorsement of Primary Insurance. Each policy must contain an endorsement that such policy is primary insurance, so long as it is customary in the industry and under Texas law for such insurance to be primary, to any other insurance available to the CITY, the Additional Insured, with respect to claims arising hereunder and that the insurance applies separately to each insured.

4.6 Liability for Premium. If any of the policies referred to above do not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate of waiver sufficient to establish that the issuer is entitled to look only to ALTA VISTA for any further premium payment and has no right to recover any premiums from the CITY.

## **5.0 INDEMNIFICATION**

**5.1 ALTA VISTA UNDERSTANDS AND AGREES THAT IT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY OR INDIRECTLY TO THE NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL, MALPRACTICE OR WILLFUL ACTS OR OMISSIONS OF ALTA VISTA, ITS AGENTS, SUBCONTRACTORS, EMPLOYEES, OR REPRESENTATIVES IN RENDERING THE SERVICES UNDER THIS AGREEMENT.**

5.1-1 Without modifying the conditions of preserving, asserting or enforcing any legal liability against the CITY as required by the City Charter or any law, the CITY will promptly forward to ALTA VISTA every demand, notice, summons or other process received by the CITY in any claim or legal proceeding contemplated herein.

5.1-2 In addition, ALTA VISTA shall promptly advise the CITY in writing of any claim or demand against the CITY or ALTA VISTA known to ALTA VISTA related to or arising out of ALTA VISTA's activities under this Agreement.

5.1-3 ALTA VISTA understands and agrees that it will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the ALTA VISTA may deem expedient; and 3) defend or cause to be defended on behalf of the CITY all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages.

5.1-4 ALTA VISTA understands and agrees that it will pay all final judgments establishing liability of the CITY in actions defended by ALTA VISTA pursuant to this section along with all attorneys' fees and costs incurred by the CITY including interest accruing to the date of payment by ALTA VISTA, and premiums on any appeal bonds.

5.1-5 The CITY, at its election will have the right to participate in any such negotiations or legal proceedings to the extent of its interest without relieving ALTA VISTA of any of its obligations under this paragraph.

**6.0 TERMINATION.** This Agreement may be terminated as provided herein.

6.1 Termination by Mutual Consent. The parties may terminate this Agreement by mutual consent upon such terms as they may agree in writing.

6.2 Termination by Either Party. It is further understood and agreed by the ALTA VISTA and the CITY that either party may terminate this Agreement, in whole or in part, upon **thirty (30) days** written notice if the other party fails to perform any of its material obligations hereunder and fails to completely cure the breach.

6.3 Termination by CITY. If ALTA VISTA ceases to use or occupy the Premises for the purposes herein contemplated for a time period of more than twelve (12) continuous months, or if ALTA VISTA defaults in any of its obligations under this Agreement and fails to correct such default within **thirty (30) days** written notice, CITY may cancel said Agreement and take possession of the property. In such an event, all rights of ALTA VISTA in the Premises, including buildings, facilities and improvements, shall then terminate. Any waiver by the CITY of any breach of any of ALTA VISTA's obligations shall not be deemed a continuing waiver and shall not prevent the CITY from exercising any remedy it may have for any succeeding breach of the same or another obligation of ALTA VISTA.

6.4 Time of Performance Termination – Force Majeure. Neither party to this Agreement will be liable for failure to comply with any term of this Agreement when such failure is caused by an event of war, fire, earthquake, flood, strike, any law, rule, regulation or act of governmental authority, or any other act, event, cause or occurrence rendering a party to this Agreement unable to perform its obligations, which is not within its reasonable control. The party affected by such event will immediately notify the other party in writing.



6.5 Termination Shall Not Be Construed as Release. Termination by either party shall not be construed as a release of any claims that may be lawfully asserted against the terminating party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

6.5-1 Upon termination of this Agreement, ownership of all improvements done by ALTA VISTA on the Premises shall revert to the CITY.

## 7.0 GENERAL PROVISIONS

7.1 Taxes and Assessments. ALTA VISTA will promptly pay all taxes and assessments lawfully levied on ALTA VISTA's leasehold interest, on the buildings and structures on the property as well as on ALTA VISTA's personal property.

7.2 Assignments and Subletting. ALTA VISTA shall not assign this Agreement nor sublet the Premises or any part thereof without the prior written consent of the CITY, except that ALTA VISTA may grant permission, in the nature of licenses (as the term is used in real property law), but not in the nature of leases or subleases, for the use of the property for the purposes contemplated by this Agreement, but such permission shall not impair or diminish the rights of the CITY hereunder. The CITY shall have the right of first refusal on all licenses.

7.3 Liens and Encumbrances. ALTA VISTA shall not give nor permit any liens or encumbrances on the Premises, including but not limited the facilities, buildings, improvements, and park. Upon termination of this Agreement, ALTA VISTA shall peacefully surrender such Premises, including facilities, building, improvements and park, to the CITY free of all such liens or encumbrances. **ALTA VISTA shall defend and indemnify the CITY against any liability and loss of any type arising from any such lien or encumbrance on the Premises, including facilities, buildings, improvements and park, together with reasonable attorney's fees, costs and expenses incurred by the CITY in negotiating, settling, defending or otherwise protecting against such liens or encumbrances.**

7.4 Inspections. The CITY shall have the right to enter the Premises, including the buildings, facilities or improvements at all reasonable times for the purpose of inspecting the same and determining compliance with the terms of this Agreement.

7.5 Outside Lighting. Outside lighting, except security lighting, on the property shall be operated during the established park hours, as set forth in Section 13.24.040, El Paso Municipal Code. Outside lighting will not be operated at such hours or with such intensity as to constitute a nuisance to the occupants of other property in the neighborhood. If this provision is violated, the CITY may require any such lighting to be extinguished, changed or removed at ALTA VISTA's expense.

7.6 Signs. All signs on the Premises, including building, facilities and improvements, shall comply with all building code and other relevant ordinances of the CITY. The size, design and location of all signs shall be subject to the approval of the Director of the Parks & Recreation Department prior to installation.

7.6-1 ALTA VISTA shall have the right to sell advertising on the fence of the ball fields provided no advertisements shall be placed on thereon that are fraudulent or illegal. Except for signs placed on the fences of the ball fields, signs on the remainder of the Premises shall be limited to those identifying the uses conducted on the property and those necessary for information and directional purposes.

7.7 Right to Assurance. Whenever one party to this Agreement in good faith has reason to question the other party's intent to perform, said party may demand that the other party give written assurance of its intent to perform. In the event that a demand is made and no assurance is given **within five (5) calendar days**, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

7.8 Survival. Each party shall remain obligated to the other under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to the Indemnification provisions hereof.

7.9 Amendments and Waiver. The parties may amend this Agreement at any time by mutual consent. Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of the CITY and ALTA VISTA. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

7.10 Attorney's Fees. In any action brought by either party for the enforcement of any provision of this Agreement, the successful party shall be entitled to recover reasonable attorney's fees.

7.11 Complete Agreement. This Agreement constitutes the entire agreement between the parties relating to the terms and conditions of the Agreement. The parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto. This Agreement shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Agreement.

7.12 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of the federal law, the City Charter and/or any ordinance of the City of El Paso.

7.13 Severability. All agreements and covenants contained in this Agreement are severable. Should any term or provision of this agreement be declared invalid by a court of competent jurisdiction, the parties intend that all other terms and provisions of this Agreement should be valid and binding and have full force and effect as if the invalid portion had not been included.

7.14 Venue. For the purpose of determining place of this Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, State of Texas.

7.15 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service post office or certified mail, return receipt requested addressed to the respective other party at the address below or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

CITY: City of El Paso  
Attention: Mayor's Office  
Two Civic Center Plaza, 10<sup>th</sup> Floor  
El Paso, Texas 79901-1196

COPY TO: Parks and Recreation Department  
Two Civic Center Plaza, 6<sup>th</sup> Floor  
El Paso, Texas 79901-1196

LESSEE: AltaVista Optimist Club  
Attention: Jack Sturgis, President  
P.O. Box 31114  
El Paso, Texas 79930

7.16 Warranty of Capacity to Execute Agreement. The person signing this Agreement on behalf of ALTA VISTA warrants that he/she has the authority to do so and to bind ALTA VISTA to this Agreement and all the terms and conditions contained herein.

Each person signing below represents that he or she has read this Agreement, and all attachments, in its entirety; understands its terms; and agrees on behalf of such party that such party will be bound by those terms.

**(Signatures Follow on Next Page)**

Executed, this the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**THE CITY OF EL PASO**

**ATTEST:**

\_\_\_\_\_  
John Cook, Mayor

\_\_\_\_\_  
Richarda Duffy Momsen, City Clerk

**ALTA VISTA OPTIMIST CLUB OF EL PASO**

\_\_\_\_\_  
Jack Sturgis  
President of Alta Vista Optimist

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jennifer F. Callan  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

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Norman C. Merrifield, Ed.D.  
Director, Parks and Recreation Department